

RECORDATION NO. 20746 FILED

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N W

JUN 30 '97 11-12AM

SUITE 200  
WASHINGTON, D.C.

20006-2973

RECORDATION NO. 20746-A, B, C FILED OF COUNSEL DAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

JUN 30 '97 11-15AM

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

June 30, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Staley Railcar Trust 1997-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Agreement, dated as of June 30, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of each of the following secondary documents related thereto: (i) Trust Indenture and Security Agreement, dated as of June 30, 1997; (ii) Lease and Indenture Supplement No. 1, dated June 30, 1997; and (iii) Bill of Sale, dated as of June 30, 1997.

The names and addresses of the parties to the enclosed document are:

B → Lease Agreement and  
Lease and Indenture Supplement No. 1

Lessor/Owner Trustee: First Security Bank, National Association  
79 South Main Street  
Salt Lake City, Utah 84111

Lessee: A. E. Staley Manufacturing Company  
2200 East Eldorado Street  
Decatur, Illinois 52525

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
JUN 30 11 08 AM '97

County Parts - 1997-1

Mr. Vernon A. Williams  
June 30, 1997  
Page 2

Trust Indenture  
and  
Security Agreement

Owner Trustee: First Security Bank, National Association  
79 South Main Street  
Salt Lake City, Utah 84111

Indenture Trustee: Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19890

Bill of Sale

Seller: First Security Bank, National Association  
79 South Main Street  
Salt Lake City, Utah 84111

Buyer/Owner Trustee: First Security Bank, National Association  
79 South Main Street  
Salt Lake City, Utah 84111

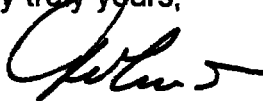
A description of the railroad equipment covered by the enclosed document is:

STLX covered hopper railcars and SSPX Power Flo railcars set forth on  
Schedule 4 to the Lease and Indenture Supplement

Also enclosed is a check in the amount of \$96.00 payable to the order of the  
Surface Transportation Board covering the required recordation fees.

Kindly return stamped copies of each of the enclosed documents to the  
undersigned.

Very truly yours,



Robert W. Alvord

JUN 30 '97

11-15AM

## LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated June 30, 1997

between

FIRST SECURITY BANK, NATIONAL ASSOCIATION,  
as Owner Trustee

and

A.E. STALEY MANUFACTURING COMPANY,  
as Lessee

---

CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER A TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF JUNE 30, 1997. NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS NOT THE ORIGINAL COUNTERPART.

---

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1  
HAS BEEN FILED WITH THE  
SURFACE TRANSPORTATION BOARD  
PURSUANT TO 49 U.S.C. §11301 AND  
DEPOSITED IN THE OFFICE OF THE  
REGISTRAR GENERAL OF CANADA PURSUANT TO  
SECTION 105 OF THE CANADA TRANSPORTATION ACT

## LEASE AND INDENTURE SUPPLEMENT NO. 1

LEASE AND INDENTURE SUPPLEMENT No. 1 dated June 30, 1997 (this "Lease and Indenture Supplement") between First Security Bank, National Association, not in its individual capacity, except as otherwise expressly provided in the Operative Documents, but solely as Owner Trustee (in such capacity, the "Owner Trustee"), under that certain Trust Agreement dated as of June 30, 1997 with Fleet Capital Corporation, a Rhode Island corporation, and A.E. Staley Manufacturing Company, a Delaware corporation (the "Lessee").

### W I T N E S S E T H

WHEREAS, the Trust Indenture and Security Agreement dated as of June 30, 1997 (the "Trust Indenture"), between the Owner Trustee and Wilmington Trust Company, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Railcars (such term and other defined terms in the Trust Indenture being herein used with the same meanings) included in the Trust Indenture Estate, and shall specifically subject such Railcars to the Lien of the Trust Indenture;

WHEREAS, the Lease Agreement dated as of June 30, 1997 (the "Lease"), between the Owner Trustee and the Lessee provides for the execution and delivery of a supplement thereto substantially in the form hereof for the purpose of leasing the Railcars under the Lease as and when delivered by the Owner Trustee to the Lessee in accordance with the terms of the Lease; and

WHEREAS, each of the Trust Indenture and the Lease relates to the Railcars described below and this Lease and Indenture Supplement, together with the Trust Indenture and the Lease, is being filed for recordation on the date hereof with the Surface Transportation Board pursuant to the Act and with the Office of Registrar of Canada pursuant to the Canadian Act;

ACCORDINGLY, this Lease and Indenture Supplement witnesseth as follows:

1. Delivery of Railcars under the Lease; Lessor's Cost.  
The Owner Trustee hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Owner Trustee, under the Lease as hereby supplemented, the Railcars listed on Schedule 4 hereto. The Lessee hereby confirms to the Owner Trustee and to the Indenture Trustee that the Lessee has accepted such Railcars for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications attached as Schedule 4 to the Lease for such Railcars, and in good working order and in

conformance with all provisions of the Lease. The Lessor's Cost of such Railcars is \$14,055,000.

2. Stipulated Loss Values, Basic Rent, Early Buyout Price and Early Buyout Date. Attached as Schedules 1, 2 and 3 to this Lease and Indenture Supplement are the Stipulated Loss Values, Basic Rent and Early Buyout Prices and Early Buyout Dates for each Railcar covered by this Lease and Indenture Supplement.

3. Principal Amortization. Attached as Schedule X to this Lease and Indenture Supplement is the principal amortization schedule for the Loan Certificate issued by the Owner Trustee to the Loan Participant on the date hereof.

4. Basic Term Commencement Date and Basic Term Expiration Date. The Basic Term Commencement Date for each Railcar covered by this Lease and Indenture Supplement is June 30, 1997. The Basic Term Expiration Date for each Railcar covered by this Lease and Indenture Supplement is September 29, 2015.

5. Railcars Subject to the Trust Indenture. In order to secure the prompt payment of the principal of and Make-Whole Amount (if any) and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding under the Trust Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Loan Participant and the Loan Certificate Holders in the Trust Indenture and in the Participation Agreement and the Loan Certificates contained therein, and the prompt payment of any and all amounts from time to time owing under the Trust Indenture or the Participation Agreement or the other Operative Documents by the Owner Trustee, the Owner Participant or the Lessee to the Loan Participant and the Loan Certificate Holders, and for the uses and purposes and subject to the terms and provisions of the Trust Indenture, and in consideration of the premises and of the covenants contained in the Trust Indenture, and of the acceptance of the Loan Certificates by the Loan Certificate Holders, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee and its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, a first priority security interest in and first mortgage lien upon, all right, title and interest of the Owner Trustee in, to and under the Railcars described on Schedule 1 hereto, together with all parts, equipment and accessories thereto belonging, by whomsoever manufactured, owned by the Owner Trustee and installed in or appurtenant to said Railcars.

Together with all substitutions, replacements and renewals of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Trust Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, all of the right, title and interest of the Owner Trustee in, to and under this Lease and Indenture Supplement (other than Excluded Payments, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Loan Participant and the Loan Certificate Holders for the uses and purposes and subject to the terms and provisions set forth in the Trust Indenture.

6. Ratification. This Lease and Indenture Supplement shall be construed as supplemental to the Trust Indenture and to the Lease and shall form a part thereof, and each of the Trust Indenture and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

7. Acknowledgment of Owner Trustee. The Owner Trustee hereby acknowledges that the Railcars referred to in this Lease and Indenture Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee and are (i) covered by all the terms and conditions of the Trust Agreement, (ii) subject to the Lien of the Trust Indenture and (iii) subject to the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION,  
not in its individual capacity,  
except as otherwise expressly  
provided in the Operative  
Documents, but solely as Owner  
Trustee

By:

M. M. Duff  
Title:

Vice President

A.E. STALEY MANUFACTURING COMPANY

By:

\_\_\_\_\_  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION,  
not in its individual capacity,  
except as otherwise expressly  
provided in the Operative  
Documents, but solely as Owner  
Trustee

By: \_\_\_\_\_  
Title:

A.E. STALEY MANUFACTURING COMPANY

By: Charles A. Curry  
Title: Vice President, Finance and Treasurer



**Schedule 1 to  
Lease and Indenture  
Supplement**

**Stipulated Loss Values**

**[Intentionally Omitted]**

**Schedule 2 to  
Lease and Indenture  
Supplement**

**Basic Rent**

**[Intentionally Omitted]**

**Schedule 3 to  
Lease and Indenture  
Supplement**

**Early Buyout Price and  
Early Buyout Date**

**[Intentionally Omitted]**

Schedule 4 to  
Lease and Indenture  
Supplement

Description of Railcars

5161 Covered Hopper Railcars

|          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|
| STLX6000 | STLX6034 | STLX6068 | STLX6102 | STLX6136 | STLX6170 |
| STLX6001 | STLX6035 | STLX6069 | STLX6103 | STLX6137 | STLX6171 |
| STLX6002 | STLX6036 | STLX6070 | STLX6104 | STLX6138 | STLX6172 |
| STLX6003 | STLX6037 | STLX6071 | STLX6105 | STLX6139 | STLX6173 |
| STLX6004 | STLX6038 | STLX6072 | STLX6106 | STLX6140 | STLX6174 |
| STLX6005 | STLX6039 | STLX6073 | STLX6107 | STLX6141 | STLX6175 |
| STLX6006 | STLX6040 | STLX6074 | STLX6108 | STLX6142 | STLX6176 |
| STLX6007 | STLX6041 | STLX6075 | STLX6109 | STLX6143 | STLX6177 |
| STLX6008 | STLX6042 | STLX6076 | STLX6110 | STLX6144 | STLX6178 |
| STLX6009 | STLX6043 | STLX6077 | STLX6111 | STLX6145 | STLX6179 |
| STLX6010 | STLX6044 | STLX6078 | STLX6112 | STLX6146 | STLX6180 |
| STLX6011 | STLX6045 | STLX6079 | STLX6113 | STLX6147 | STLX6181 |
| STLX6012 | STLX6046 | STLX6080 | STLX6114 | STLX6148 | STLX6182 |
| STLX6013 | STLX6047 | STLX6081 | STLX6115 | STLX6149 | STLX6183 |
| STLX6014 | STLX6048 | STLX6082 | STLX6116 | STLX6150 | STLX6184 |
| STLX6015 | STLX6049 | STLX6083 | STLX6117 | STLX6151 | STLX6185 |
| STLX6016 | STLX6050 | STLX6084 | STLX6118 | STLX6152 | STLX6186 |
| STLX6017 | STLX6051 | STLX6085 | STLX6119 | STLX6153 | STLX6187 |
| STLX6018 | STLX6052 | STLX6086 | STLX6120 | STLX6154 | STLX6188 |
| STLX6019 | STLX6053 | STLX6087 | STLX6121 | STLX6155 | STLX6189 |
| STLX6020 | STLX6054 | STLX6088 | STLX6122 | STLX6156 | STLX6190 |
| STLX6021 | STLX6055 | STLX6089 | STLX6123 | STLX6157 | STLX6191 |
| STLX6022 | STLX6056 | STLX6090 | STLX6124 | STLX6158 | STLX6192 |
| STLX6023 | STLX6057 | STLX6091 | STLX6125 | STLX6159 | STLX6193 |
| STLX6024 | STLX6058 | STLX6092 | STLX6126 | STLX6160 | STLX6194 |
| STLX6025 | STLX6059 | STLX6093 | STLX6127 | STLX6161 | STLX6195 |
| STLX6026 | STLX6060 | STLX6094 | STLX6128 | STLX6162 | STLX6196 |
| STLX6027 | STLX6061 | STLX6095 | STLX6129 | STLX6163 | STLX6197 |
| STLX6028 | STLX6062 | STLX6096 | STLX6130 | STLX6164 | STLX6198 |
| STLX6029 | STLX6063 | STLX6097 | STLX6131 | STLX6165 | STLX6199 |
| STLX6030 | STLX6064 | STLX6098 | STLX6132 | STLX6166 |          |
| STLX6031 | STLX6065 | STLX6099 | STLX6133 | STLX6167 |          |
| STLX6032 | STLX6066 | STLX6100 | STLX6134 | STLX6168 |          |
| STLX6033 | STLX6067 | STLX6101 | STLX6135 | STLX6169 |          |

## **Power Flo Railcars**

|          |          |
|----------|----------|
| SSPX1232 | SSPX1257 |
| SSPX1233 | SSPX1258 |
| SSPX1234 | SSPX1259 |
| SSPX1235 | SSPX1260 |
| SSPX1236 | SSPX1261 |
| SSPX1237 | SSPX1262 |
| SSPX1238 | SSPX1263 |
| SSPX1239 | SSPX1264 |
| SSPX1240 | SSPX1265 |
| SSPX1241 | SSPX1266 |
| SSPX1242 | SSPX1267 |
| SSPX1243 | SSPX1268 |
| SSPX1244 | SSPX1269 |
| SSPX1245 | SSPX1270 |
| SSPX1246 | SSPX1271 |
| SSPX1247 | SSPX1272 |
| SSPX1248 | SSPX1273 |
| SSPX1249 | SSPX1274 |
| SSPX1250 | SSPX1275 |
| SSPX1251 | SSPX1276 |
| SSPX1252 | SSPX1277 |
| SSPX1253 | SSPX1278 |
| SSPX1254 | SSPX1279 |
| SSPX1255 | SSPX1280 |
| SSPX1256 | SSPX1281 |

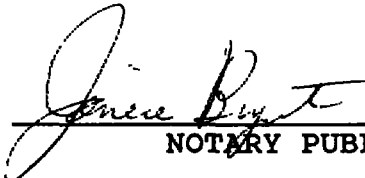
Schedule X to  
Lease and Indenture  
Supplement

Schedule of Principal Payments

[Intentionally Omitted]

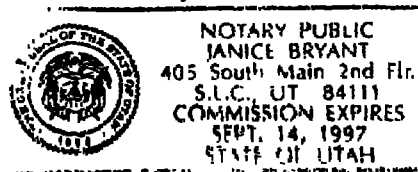
STATE OF Utah )  
COUNTY OF Salt Lake ) SS.

On this 19<sup>th</sup> day of June, 1997, before me personally appeared Nancy M. Dahl, to me personally known who, being by me duly sworn, says that SHE is Vice President of FIRST SECURITY BANK, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Nancy M. Dahl acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires:



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF MACON )

On this 16th day of June, 1997, before me personally appeared Charles A. Curry, to me personally known who, being by me duly sworn, says that he is Vice President, Finance and Treasurer of A.E. STALEY MANUFACTURING COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires:

" OFFICIAL SEAL "  
Chris E. Livergood  
Notary Public, State of Illinois  
My Commission Expires 6/21/98